

Executive Summary Form

Agenda Number:

Recommendation:

Approval of Amendment #3, to IGA# ADHS 11-005806, WIC Services, Breastfeeding Peer Counselor Program (BFPC), and the Farmer's Market Nutrition Program (FMNP), between the Arizona Department of Health Services and the Cochise County Health Department in the amount of \$600,540.00, \$48,447.00, and "as needed", respectively, for the period of 10/1/11 – 9/30/12.

Background (Brief):

The WIC Program is a supplemental nutrition program for income-eligible women, infants, and children. The Program provides clients with nutrition education and referrals to social services within the County. The Program also provides food vouchers to clients for a variety of staple foods, including: juice, milk, eggs, peanut butter, and beans.

The Breastfeeding Peer Counselor Program will provide services that complement the WIC-provided breastfeeding education by allowing for additional, more in-depth education by a peer counselor trained through breastfeeding curriculum. The goal of the BFPC program is to increase the incidence and duration of breastfeeding for all breastfeeding women in Cochise County.

The Farmers Market Nutrition Program is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' market.

Amendment 3 reduces the amount of funding for WIC services due to reduced caseload: from 4200 to 4000 annually.

Fiscal Impact & Funding Sources:

The WIC and BFPC grant is a cost-reimbursement grant. The total net county subsidy for the contract is \$236,959, calculated as follows:

Grant	Amount	Salaries + ERE's	Negotiated Overhead	A-87 OH @48.83%	Net Co. Subsidy
WIC	\$600,540	\$525,106	\$36,757	\$256,409	\$219,652
BFPC	\$48,447	\$39,485	\$1,974	\$19,281	\$17,307
FM	"As Needed"	\$0	\$0	\$0	\$0
Total:	\$648,987	\$564,591	\$38,731	\$275,690	\$236,959


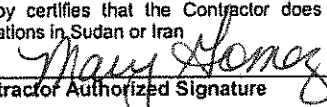


Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

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Impact of Not Approving:

The WIC Program has provided nutrition services to low income families in Cochise County for over 30 years. Approximately 4200 county residents would be impacted by the discontinuation of the WIC Program. During these tough economic times Cochise County families are depending on the WIC Program to help meet their nutritional needs.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS11-005806	Amendment No. 3 Rebecca O'Brien
<u>WIC, BFPC, and FMNP Services</u>		
<p>It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective upon final signature unless specified otherwise, as follows:</p> <ol style="list-style-type: none"> 1 Terms and Conditions, Page Four (4), Provision Four (4), Contract Administration and Operation, Item 4.4; Non-Discrimination language, is hereby revised and replaced with the following: <u>Non-Discrimination.</u> The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. 2. Terms and Conditions, Page Six (6), Provision Four (4), Contract Administration and Operation, is hereby revised and adds the following: <p>(Continue on page 2)</p>		
All other provisions of this agreement remain unchanged.		
Cochise County Health and Social Services Contractor Name 1415 West Melody Lane, Bldg. A Address Bisbee Arizona 85603-3090 City State Zip	<div style="border: 1px solid black; padding: 5px;"> CONTRACTOR SIGNATURE In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran. <div style="text-align: center;">  Contractor Authorized Signature _____ Date _____ Vera Horik  Printed Name Director Title </div> </div>	
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. <div style="text-align: center;">  Signature _____ Date 10/18/11 Printed Name Terry Bannon </div>	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona Signed this _____ day of _____ 2011 Procurement Officer	
Attorney General Contract No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature _____ Date _____ Assistant Attorney General Printed Name: Ronald E. Johnson	RESERVED FOR USE BY THE SECRETARY OF STATE Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.	



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4.11 Federal Immigration and Nationality Act. The contractor shall comply with federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

4.12 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.13 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.14 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3. Terms and Conditions, Page Twelve (12), Provision Eighteen (18), (HIPAA) Health Insurance Portability and Accountability Act of 1996, is hereby revised and replaced with the following:

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.



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4. Terms and Conditions, Page Twelve (12), Provision Nineteen (19), Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, Items 19.1, 19.2, 19.3 and 19.3, is hereby deleted in its entirety.
5. Terms and Conditions, Page Twelve (12), Provision Twenty (20), A.R.S. § 35-393 and A.R.S. § 35-391, is hereby deleted in its entirety.
6. Terms and Conditions, Page Thirteen (13), Provision (23), (3), Pandemic Contractual Performance hereby adds the following:
 3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.
7. The Price Sheet in Amendment Two (2), Page Two (2), is hereby revised and replaced by the Price Sheet in Amendment Three (3), Page Four (4). The dollar amount decreased due to the reduction in caseload. The Contract pricing will be updated in the ProcureAZ "Items" tab upon execution of this Amendment Three (3) to reflect the following line item changes in Amendment Three (3). The executed Amendment will be uploaded to the ProcureAZ Master Blanket Purchase Order Contract.



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PRICE SHEET

WIC Services and BFPC Services

Effective: October 1, 2011 to September 30, 2012

WIC Services

Account Classification	Amount
Personnel	\$359,784.00
Employee Related Expenses	\$134,042.00
Professional & Outside Services	\$1.00
Travel Expense	\$11,263.00
Occupancy Expenses	\$4,530.00
Other Operating Expenses	\$31,055.00
Capital Expenditures	\$1.00
Indirect Cost	\$87,308.00
Total	\$627,984.00


Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$61,842.00
Employee Related Expenses	\$18,511.00
Professional & Outside Services	\$0.00
Travel Expense	\$2,608.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$6,800.00
Capital Expenditures	\$1.00
Indirect Costs	\$15,238.00
Total	\$105,000.00

Farmer's Market Nutrition Program Services

Effective: March 1, 2012

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED

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Additional terms and conditions:			
<p>With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.</p>			
<p>Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.</p>			
<p>Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.</p>			
<p>The assigned caseload for FFY 2011 is 4,200</p>			
<p>ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.</p>			
Additional Breastfeeding Peer Counseling Program:			
<p>Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.</p>			
Farmer's Market Nutrition Program:			
<p>If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.</p>			